

Court Exhibit

*10/19/12*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
:  
SAFETY MANAGEMENT SYSTEMS, INC. :  
:  
Plaintiff, : 10 Civ. 1593  
:  
v. :  
:  
SAFETY SOFTWARE LIMITED, :  
:  
Defendant. :  
----- X  
:  
SAFETY SOFTWARE LIMITED, :  
:  
Counterclaim Plaintiff, :  
:  
v. :  
:  
SAFETY MANAGEMENT SYSTEMS, INC., and :  
CHRISTEIN DUCKER, :  
:  
Counterclaim Defendants. :  
----- X

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED NOV 07 2012

VERDICT FORM

October 18, 2012

SEVEN JURORS MUST AGREE ON THE ANSWER TO EACH QUESTION  
ON THIS VERDICT SHEET; ONE MAY DISAGREE.

Breach of the License Agreement By SSL

1. Has SMS proven by a preponderance of the evidence that SSL breached the License Agreement?

YES ☒ NO ☐

[If you answered "Yes" to Question 1, proceed to Question 2. If you answered "No" to Question 1, proceed to Question 4.]

SMS' Claims for Breach of Contract Damages

2. Has SMS proven by a preponderance of the evidence that it has been damaged by one or more breaches of the License Agreement?

YES ☒ NO ☐

[If you answered "Yes" to Question 2, proceed to Question 3. If you answered "No" to Question 2, proceed to Question 4.]

3. If you answered "Yes" to Question 2, provide the amount of damages owed for such breach(es):

\$ 350,000.00

[Proceed to Question 4.]

Breach of the Oral Contract by SSL

4. Has SMS proven by a preponderance of the evidence that it had an oral contract with SSL relating to hosting fees?

YES ☐ NO ☒

[If you answered "Yes" to Question 4, proceed to Question 5. If you answered "No" to Question 4, proceed to Question 7.]

5. If you answered "Yes" to Question 4, has SMS proven by a preponderance of the evidence that SSL breached the oral contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 5, proceed to Question 6. If you answered "No" to Question 5, proceed to Question 7.]

6. If you answered "Yes" to Question 5, what damages has SMS proven it suffered as a result of this breach:  
\$ \_\_\_\_\_

[After completing Question 6, if you answered "Yes" to Question 4, proceed to Question 9.]

Quantum Meruit: SMS

Answer the following question only if you did not find that an oral agreement existed between SMS and SSL relating to hosting fees.

7. Has SMS proven by a preponderance of the evidence that at the time SMS paid for hosting services, SMS understood it would be repaid by SSL?

YES ☒ NO \_\_\_\_\_

[If you answered "Yes" to Question 7, proceed to Question 8. If you answered "No" to Question 7, proceed to Question 9.]

8. If you answered "Yes" to Question 7, please provide the amount of such services which it was not repaid:  
\$ 75,000.00

[Proceed to Question 9.]

**Breach of Contract by SMS**

9. Has SSL proven by a preponderance of the evidence that SMS breached the License Agreement?

YES \_\_\_\_\_ NO ☒

[If you answered "Yes" to Question 9, proceed to Question 10. If you answered "No" to Question 9, proceed to Question 12.]

**SSL's Contract Damages**

10. If you answered "yes" to Question 9, please provide the amounts, if any, that SSL has proven by a preponderance of the evidence that it is owed relating to SMS' breach(es): \$ \_\_\_\_\_

[Proceed to Question 11.]

11. How much, if any, of the amount listed in Question 10 is related to late royalty payments: \$ \_\_\_\_\_

[Proceed to Question 12.]

**Breach of the Oral Contract by SMS**

12. Has SSL proven by a preponderance of the evidence that it had an oral contract with SMS relating to repayment of loans?

YES \_\_\_\_\_ NO ☒

[If you answered "Yes" to Question 12, proceed to Question 13. If you answered "No" to Question 12, proceed to Question 15.]

13. If you answered "Yes" to Question 12, has SSL proven by a preponderance of the evidence that SMS breached the oral contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 13, proceed to Question 14. If you answered "No" to Question 13, proceed to Question 15.]

14. If you answered "Yes" to Question 5, what damages has SMS proven it suffered as a result of this breach:  
\$ \_\_\_\_\_

[Proceed to Question 15.]

Quantum Meruit: SSL

Answer the questions in this section only if you have found that (a) SMS did not breach the License Agreement and/or (b) certain technical and support services SSL performed were outside the scope of the License Agreement.

15. Has SSL proven by a preponderance of the evidence that at the time it rendered technical and support services to SMS, it understood it would be directly compensated for those services?

YES ✓ \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 15, proceed to Question 16. If you answered "No" to Question 15, proceed to Question 18.]

16. Has SSL proven by a preponderance of the evidence that it was not adequately compensated for those services?

YES ✓ \_\_\_\_\_ NO \_\_\_\_\_

[If you answered "Yes" to Question 16, proceed to Question 17. If you have answered "No" to Question 16, proceed to Question 18.]

17. If you answered "Yes" to Question 16, please write in the reasonable value of those services: \$ 125,000.00

[Proceed to Question 18.]

**Personal Liability Against Christien Ducker**

Answer the following question only if you have found that SMS must pay damages to SSL.

18. Has SSL proven by a preponderance of the evidence that the corporate veil of SMS should be pierced to reach the personal assets of Christien Ducker?

YES ☒ NO ☐

After completing the entire form, the foreperson should sign below:

John L. Miller  
FOREPERSON

October 19, 2012  
DATE